

1 FENNEMORE CRAIG, P.C.
Cathy L. Reece (005932)
2 3003 N. Central Ave., Suite 2600
Phoenix, Arizona 85012
3 Telephone: (602) 916-5343
Facsimile: (602) 916-5543
4 Email: creece@fclaw.com

5 Attorneys for ML Manager LLC

6 IN THE UNITED STATES BANKRUPTCY COURT
7 FOR THE DISTRICT OF ARIZONA

8 In re
9 MORTGAGES LTD.,
10 Debtor.

Chapter 11
Case No. 2:08-bk-07465-RJH

**NOTICE OF FILING SIGNED SETTLEMENT
AGREEMENT RE: MOTION TO APPROVE
SETTLEMENT WITH MORTGAGES LTD
401K PLAN**

**Hearing Date: December 11, 2012
Hearing Time: 11:00 a.m.**

15 ML Manager LLC (“ML Manager”) hereby files the fully signed *Settlement*
16 *Agreement and Release* for ML Manager’s *Motion to Approve Settlement with Mortgages*
17 *Ltd 401k Plan* (Docket No. 3653). The signed Settlement Agreement is attached as
18 **Exhibit 1**. ML Manager finalized and filed the signed Wolfswinkel Settlement
19 Agreement on December 6, 2012 (Docket No. 3664). The Court’s approval of the 401k
20 Plan Settlement, the 401k Plan Settlement becoming unconditional and the assignment of
21 the 401k Plan’s interests to ML Manager provided for therein are contingencies to the
22 Wolfswinkel Settlement and if not satisfied then the Wolfswinkel Settlement will not be
23 effective.

24 DATED: December 7, 2012

FENNEMORE CRAIG, P.C.

25 By /s/ Cathy L. Reece
Cathy L. Reece
26 Attorneys for ML Manager LLC

EXHIBIT

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SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into as of the ____ day of November, 2012 by and between James Cordello and Ryan Walter, trustees of the Mortgages Ltd. 401(k) Plan (the “Plan” or the “401(k) Plan”) and ML Manager L.L.C. as Manager for the VF I Loan LLC and Bison Loan LLC and as agent for the pass-through investors listed on Exhibit A and as agent or Manager for all of the “Investors” as defined in the POR, which is defined below (collectively “MLM”) (the foregoing, each a “Party” and collectively the “Parties”).

RECITALS

A. In currently pending litigation, *Cordello et al. vs. ML Manager*, No. 08-7465, 11-ap-2053 (Bankr. D. Ariz.) (RJH) (the “Action”), the Parties seek declaratory, injunctive and other relief against each other with respect to various matters, including (i) whether the Plan is responsible to pay a share of exit financing, interest and other costs under the Plan of Reorganization (the “POR”) confirmed by the Bankruptcy Court in *In re Mortgages Ltd.*, No. 08-7465 (Bankr. D. Ariz.) (*In re Mortgages Ltd.*), and (ii) whether MLM is agent for the Plan.

B. The Parties are desirous of resolving the Action on the basis set forth herein.

AGREEMENT

THEREFORE, the Parties agree:

1. **Dismissal of the Action.** The Action and all claims and counterclaims asserted therein shall be dismissed with prejudice, each Party to bear its own costs and attorney’s fees.

2. **Releases.** Except for claims arising under this Agreement, effective upon this Agreement becoming unconditional, each of MLM and the 401(k) Plan hereby releases and forever acquits the other from all claims, demands, or assertions of liability whatsoever, whether known or unknown, at law or in equity, including, without limitation (i) all claims that were asserted in the Action or that arise out of the operative facts from which the claims asserted in the Action arise, including, without limitation, all claims arising out of ERISA, breach of fiduciary duty, and breach of agency obligations of any kind; (ii) any claims that the Plan has any liability for any share of exit financing, interest or other costs under the POR, including, without limitation, those costs set forth in the “Allocation Model” filed by MLM with the Bankruptcy Court in *In re Mortgages Ltd.* (ECF No. 2913 & 2914), or any subsequent version of or amendment to the Allocation Model, regardless of whether it is filed with the Bankruptcy Court; and (iii) that MLM has any agency relationship with the 401(k) Plan or otherwise holds any rights or interest with respect to any property or loan held by the 401(k) Plan, and any claim that the 401(k) has or may have with respect to any action taken by or any inaction alleged against MLM with respect to the loans in which the 401(k) Plan has or had an interest and any proceeds of or collateral for such loans. The Releases provided herein is for the benefit of, includes and is binding on (a) the 401(k) Plan and MLM, and (b) ML Servicing, LLC, the ML Liquidating Trust, and their respective officers, directors, trustees, principals, agents, members, owners, heirs,

affiliates, predecessors, successors and assigns, provided that if any person described in this clause (b) shall be determined not to be bound by the Releases provided herein, such person shall not be entitled to the benefit of the Releases provided herein.

3. Assignment. In consideration for the release provided for in Paragraph 2 above, effective upon this Agreement becoming unconditional, the Plan hereby assigns to MLM all rights to payment, claims and causes of action under the guarantees dated July 5, 2007 executed by Ashton A. Wolfswinkel and Brandon D. Wolfswinkel (the "Wolfswinkel Guarantees"), and all its rights, claims and causes of action associated with the lawsuit captioned VF I Loan LLC, et al v. Vanderbilt Farms, LLC et al, case no CV2010-027713 pending in Maricopa County Superior Court (the "Deficiency Action"). This assignment is made without recourse to the Plan, and it is acknowledged that MLM assumes all risks of collection with respect to the Wolfswinkel Guarantees and Deficiency Action, and that MLM shall bear all costs of collection with respect to the Wolfswinkel Guarantees and Deficiency Action, which costs, except as provided in section 7 below, shall not be assessed against the 401(k) Plan or any property of the 401(k) Plan, including without limitation, the 401(k) Plan's interest in the Vanderbilt property. It is acknowledged and agreed that (i) MLM plans to submit to the Bankruptcy Court for its approval a proposed settlement agreement (the "Proposed Wolfswinkel Settlement Agreement") pertaining to the Wolfswinkel Guarantees and other guarantees given by members of the Wolfswinkel family to persons other than the 401(k) Plan, (ii) the 401k Plan has not participated in the negotiation of the Proposed Wolfswinkel Settlement Agreement, nor does the 401k Plan consent to the Proposed Wolfswinkel Settlement Agreement, and (iii) the Proposed Wolfswinkel Settlement Agreement shall provide that this Agreement becoming unconditional is a condition precedent to the effectiveness of the Proposed Wolfswinkel Settlement Agreement, and that if this Agreement becomes null and void for any reason (including, without limitation, as a result of the 401(k) Plan or MLM exercising their respective rights set forth in Paragraph 5 below to declare this Agreement null and void in the event an appeal is filed with respect to the Bankruptcy Court's approval of this Agreement), the Proposed Wolfswinkel Settlement Agreement shall automatically become null and void, irrespective of whether the Proposed Wolfswinkel Settlement Agreement has been approved by the Bankruptcy Court. MLM shall not request that the Bankruptcy Court enter an order approving the Proposed Wolfswinkel Settlement Agreement, and shall not execute the Proposed Wolfswinkel Settlement Agreement, until this Agreement has become unconditional. Notwithstanding anything to the contrary, if the Proposed Wolfswinkel Settlement Agreement as submitted to the Bankruptcy Court does not become effective, nothing herein shall prevent either MLM and Wolfswinkel or the 401(k) Plan and Wolfswinkel, among others, from negotiating or agreeing to any modifications to the Proposed Wolfswinkel Settlement Agreement provided that no such modified agreement shall be binding on MLM without the prior written consent of its trustees or the 401(k) plan without the prior written consent of its trustees.

4. Peloquin Recoveries. The Plan and MLM, in its capacity as agent for other investors, are judgment creditors under judgments against Michael and Kay Peloquin and certain other parties (the "Peloquin Judgments"). The Peloquin Judgments relate in part to the GP Properties Loan (in the initial amount of \$5,652,036.66, as to which the 401(k) Plan holds a 46.864% undivided interest), in part to the Downtown Community Builders Loan (wholly owned by the 401(k) Plan), and in part to certain other loans in which the 401(k) Plan does not hold an interest (the various loans to which the Peloquin Judgment relates are referred to as the

“Peloquin Loans”). Effective upon this Agreement becoming unconditional, it is agreed that all collection activity with respect to the Peloquin Judgments or otherwise to collect on any guaranty of the Peloquin Loans shall hereinafter be controlled by MLM in its discretion and at its sole expense. It is further agreed that in the event amounts are ever recovered from the Peloquin Judgments or are otherwise recovered with respect to any guaranty of the Peloquin Loans, (i) all amounts recovered shall be apportioned among the holders of the Peloquin Loans pro rata in accordance with the amounts of the Peloquin Judgment held by such holders; and (ii) the Plan’s share of any such recovery shall be distributed (a) first, to the Plan, until it has recovered \$60,000 towards its out of pocket expenses to date incurred in securing or collecting on the Peloquin Judgment; (b) second, MLM until it has recovered one-half of the Plan’s pro-rata share of out of pocket expenses incurred by MLM from and after the date hereof in collecting on the Peloquin Judgment, not to exceed \$20,000; and (c) third to each of the Plan and MLM in equal shares until each shall have recovered \$340,000 under this clause (c), and (d) thereafter, to the Plan. This partial assignment is made without recourse to the Plan

5. **Unconditional.** This Agreement shall become unconditional upon the entry by the Bankruptcy Court of an order approving this Agreement substantially in the form attached hereto as Exhibit B, and the approval of the Agreement by the VF I Loan LLC and the Bison Loan LLC, which Order shall not be subject to stay pending any appeal. MLM shall file a motion for approval hereof by the Bankruptcy Court no later than November 30, 2012, and shall request that the Bankruptcy Court hear such motion on an expedited basis. The Parties agree to seek Bankruptcy Court approval hereof diligently and in good faith. This Agreement shall become null and void (i) at the option of either Party (exercisable by written notice to the other’s counsel within three business days of the event giving rise to the option) if (a) it has not become unconditional on or before December 31, 2012, or (b) if a timely appeal is filed with respect to the Bankruptcy Court’s approval of this Agreement and a stay of enforcement of such Order is granted; or (ii) if the Bankruptcy Court shall deny MLM’s motion for approval hereof, or either of the two Loan LLCs shall fail to approve the Agreement. Notwithstanding the foregoing, the parties hereby agree that if this Agreement becomes null and void, the existing schedule with respect to the Action established by the Bankruptcy Court shall be modified by stipulation of the parties to extend each date by approximately 60 days, which stipulation was filed with the Bankruptcy Court on November 27, 2012.

6. **401(k) Release of Funds.** Upon this Agreement becoming Unconditional, all escrowed funds held with respect to the Bisontown Loan (in the amount of approximately \$60,000) shall immediately be released to the 401(k) Plan.

7. **Allocation of Existing Expenses.** MLM, in its capacity as the manager of certain Loan LLCs and as agent for certain other investors and the Plan hold tenant in common interests in real property associated with certain loans commonly referred to as Bisontown (Loan 852806) (“Bisontown”), 43rd Avenue & Olney (Loan 854706) (“Olney”), Hurst (Loan 861005) (“Hurst”), Vanderbilt Farms (Loan 859606) (“Vanderbilt”), and GP Properties (Loan 860206) (“GP”) (collectively, the “Tenant-in-Common Loans”). In addition, MLM has incurred to date certain expenses with regard to properties associated with CDIG, LLC (Loan 861405) (“CDIG”), Ecco Holdings, L.L.C. (Loan 859705) (“Ecco”), and Downtown Community Builders Ltd Partnership (Loan 860306) (“Downtown”) (collectively, the “Solely Owned Loans”) that the parties agree will be paid by the Plan to MLM. MLM and the Plan are reviewing the expenses and agree to

work with each other in good faith to allocate all expenses between the parties, but agree that the combined existing expenses allocated to the Plan for the Tenant-in-Common Loans and the Solely Owned Loans shall not exceed \$3,000. Any net amount owing by MLM or the Plan with respect to any of the Tenant-in-Common Loans or the Solely Owned Loans shall be paid at the latest at such time that the associated real property is sold. The parties agree to provide each other any document, invoice, back-up or other support as reasonably needed to determine the appropriate allocation of expenses.

8. **Allocation of Future Expenses.** The parties agree that the Plan shall be solely responsible for any and all costs associated with the Solely Owned Loans and MLM will not be required to incur any costs for such property. With regarding to the Tenant-in-Common Loans, the parties agree that all property taxes and insurance shall be paid by them in the respective percentages set forth on Exhibit C. If either party believes that there are other expenses that should be incurred with respect to any of the real property associated with the Tenant-in-Common Loans, it shall so inform the other party and the parties shall consider such matter in good faith, provided that no party shall have any liability to pay any portion of such expense unless it shall have agreed to do so in writing.

9. **Vanderbilt Property.** The parties agree to attempt to negotiate in good faith a mutually agreeable division of their respective interests in the Vanderbilt Property. Each party agrees that if they are unable to reach a mutual agreement with respect thereto, it will not institute a legal action seeking partition or other remedy without first complying the following procedure. Either party may at any time on or after July 1, 2013, submit to the other a proposed division of the Vanderbilt Property. The other party shall have a period of sixty (60) days within which to accept such division, negotiate modifications thereto in good faith, and/or propose an alternate provision. At the end of such sixty (60) day period, if the parties have been unable to reach agreement, they will each submit a proposed division of the Vanderbilt Property to mutually agreed upon mediator, who shall be a person with at least twenty years experience as a real estate professional in the State of Arizona, knowledgeable with respect to the use, planning, marketing and development of properties similar to the Vanderbilt Property. The expenses of the mediator shall be shared equally by the parties. The parties shall proceed in good faith before such mediator in an effort to reach agreement with respect to a division of the Vanderbilt Property. Any negotiated division must be approved by the VF I Loan LLC and the bankruptcy court. If no agreement has been reached after 90 days has elapsed since the appointment of the mediator, either party may commence legal action in Maricopa County Superior Court seeking a division of the Vanderbilt Property in accordance with their undivided ownership thereof. Each of MLM and the 401(k) Plan agrees that during such time prior to a division of the Vanderbilt Property except with the prior written consent of the other party, it will not convey any interest in the Vanderbilt Property to the original borrower on Vanderbilt, either of the guarantors of Vanderbilt, or any of their affiliates, successors, assigns or family members, or any entity directly or indirectly owned beneficially or legally by any such person.

10. **Bisontown.** The parties agree that the Plan can retain a broker to market and sale the property associated with the Bisontown loan, upon such terms and conditions as shall be mutually agreed upon by the parties. The 401(k) Plan will cooperate reasonably with MLM to provide for the distribution through escrow of the proceeds attributable to the other tenants-in-

common in this loan, and MLM will distribute such proceeds pursuant to the terms of the Plan of Reorganization confirmed by the bankruptcy court in the Mortgages Ltd. bankruptcy.

11. **Olney and Hurst.** The parties agree that the Plan shall take the lead in managing and marketing the properties associated with Olney and Hurst loans, and shall have the right in its discretion to make decisions with respect to the timing or terms of a sale. The 401(k) Plan will notify MLM of any disposition of any or all of the property associated with the Olney and Hurst loans, and will cooperate reasonably with MLM to provide for the distribution through escrow of the proceeds attributable to the other tenants-in-common in those loans, and MLM will distribute such proceeds pursuant to the terms of the Plan of Reorganization confirmed by the bankruptcy court in the Mortgages Ltd. bankruptcy.

12. **Solely Owned Loans.** The Plan shall assume all management and operational control, costs and expenses associated with the Solely Owned Loans.

13. **No Admission.** Neither the entry into this Agreement nor any provision hereof shall be deemed to be an admission by any Party of any matter relevant to any claim or defense in the Action. No Party shall use the existence or terms of this Agreement, or any statement contained herein, as evidence in support of any claim or defense in the Action.

14. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or electronic transmission of any signed original document or retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original. At the request of any Party, the other will confirm facsimile or electronic transmission by signing a duplicate original document.

15. **Captions.** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement, and shall not be deemed to limit or alter any provision hereof.

16. **Construction of Agreement.** Each of the Parties had an equal degree of control as to the drafting of this Agreement and the various provisions set forth herein; the rule of construction that an ambiguous document is to be construed against its drafter is accordingly inapplicable to this Agreement. All of the provisions of this Agreement shall be construed in accordance with their plain meaning and without partiality to any of the Parties. To the extent permitted by the context, words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa.

17. **Governing Law.** This Agreement was made and is to be performed in the State of Arizona. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts made and to be performed entirely within that State.

18. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties as to the subject matter of this Agreement, and are subject to no promise, warranty or representation not expressly set forth or referred to herein. This Agreement may not be modified except by an instrument in writing signed by the Party to be bound.

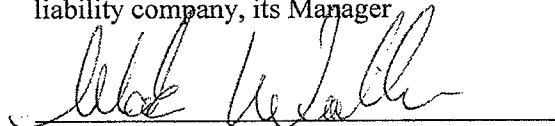
19. **Attorneys' Fees.** Each Party will bear all of its own costs and expenses in connection with the preparation of this Agreement and the transactions described herein. Subject to the foregoing, in the event of litigation or arbitration proceedings brought by any Party under this Agreement or otherwise relating directly or indirectly to the transactions and agreements reflected in this Agreement, the prevailing Party, in addition to any and all other rights and remedies, will be entitled to recover all of its costs of litigation or arbitration, including but not limited to reasonable attorneys' fees and taxable costs.

20. **Authority.** Each person or entity executing this Agreement represents and warrants that he or she has been duly authorize to enter into this Agreement on the terms and conditions set forth herein and on behalf of the various persons and entities identified herein.

SIGNED:

VF I LOAN, LLC, an Arizona limited liability company

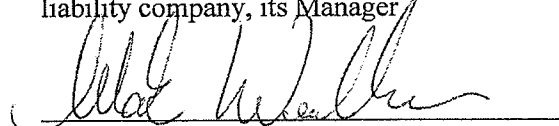
By: ML Manager, LLC, an Arizona limited liability company, its Manager



Mark Winkleman
Chief Operating Officer

BISON LOAN, LLC, an Arizona limited liability company

By: ML Manager, LLC, an Arizona limited liability company, its Manager



Mark Winkleman
Chief Operating Officer

ML MANAGER, LLC, an Arizona limited liability company, as agent for those individual owners listed on Exhibit A and the "Investors" defined in the POR



Mark Winkleman

Chief Operating Officer

MORTGAGES LTD. 401(k) PLAN

By: 
James Cordello, Trustee


Ryan Walter, Trustee

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EXHIBIT

A

Exhibit A

Gerald Gross, Tr. of the T&J Gross Trust Agreement

Bighi & Associate

Bruce D. Buckley & Alivia V. Buckley Revocable Living Trust

The Gerald A. Bilgin and Reisa M. Libling Revocable Trust

David Brian Stanton, Trustee of the David Brian Stanton Revocable Trust dated August 25, 2004, and any amendments thereto

First Trust Company of Onaga, Custodian FBO Jan Sterling Roth IRA Account
#R215XXXX

First Trust Company of Onaga, Custodian FBO Kathleen Tomasulo Roth IRA Account
#R215XXXX

John C. Vinson and Taeko Vinson, Trustees of the John Charles Vinson Family Trust dated December 3, 1984, and any amendments thereto

June Behrendt

Stephen N. Brotzman and Sigrid Van Bladel, Trustees of The Stephen N. Brotzman and Sigrid Van Bladel Revocable Trust dated February 15, 2007 and any amendments thereto

Equity Trust Company, Custodian FBO Bruce D. Buckley IRA Acct.#3XXXX

Sheryl Calcavecchia

Karen E. Lamb, Trustee of The Karen Lamb Living Trust dated February 26, 2007, and any amendments thereto

Harvey Golden and Merylee Golden

Stephen L. Hooker and Deborah L. Hooker, Trustees of The Stephen L. Hooker and Deborah L. Hooker Revocable Trust dated July 26, 2002 and any amendments thereto

First Trust Company of Onaga, Custodian FBO Nancy Lutz Roth IRA Account
#R215XXXX

William J. Miller and Sandra B. Miller, Trustees of the Miller Family Trust dated February 7, 2000, and any amendments thereto

Linda A. Reeves, Trustee of The Linda Ann Reeves Trust dated March 2, 2005, and any amendments thereto

Jayesh K. Shah and Vaishali Shah, Trustees of The Jayesh K. & Vaishali Shah Family Trust dated August 16, 2000

DBFG Investments Limited Partnership

First Trust Company of Onaga, Custodian FBO Laura Martini

First Trust Company of Onaga, Custodian FBO Lorinda S., McMullen

First Trust Company of Onaga, Custodian FBO Charles S. Vose IRA

Chris Welsh, Custodian for Christopher Jacob Welsh, under the Uniform Gift to Minors Act

Chris Welsh, Custodian for Christopher Lauren Victoria Welsh, under the Uniform Gift to Minors Act

Marian M. Sornoff, Trustee of the William and Marian Sornoff Trust dated April 17, 1994

EXHIBIT

B

1 FENNEMORE CRAIG, P.C.
Cathy L. Reece (005932)
2 3003 N. Central Ave., Suite 2600
Phoenix, Arizona 85012
3 Telephone: (602) 916-5343
Facsimile: (602) 916-5543
4 Email: creece@fclaw.com

5 MOYES SELLERS & HENDRICKS
Keith L. Hendricks (012750)
6 1850 N. Central Ave., Suite 1100
Phoenix, Arizona 85004
7 Telephone: (602) 604-2120
Email: khendricks@law-msh.com

8 Attorneys for ML Manager LLC

9
10 IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

11 In re
12 MORTGAGES LTD.,
13 Debtor.

Chapter 11

Case No. 2:08-bk-07465-RJH

**ORDER APPROVING SETTLEMENT
WITH MORTGAGES LTD 401K PLAN**

**Hearing Date: December 11, 2012
Hearing Time: 11:00 a.m.**

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16
17 ML Manager LLC (“ML Manager”) filed a Motion to Approve Settlement With
18 Mortgages Ltd. 401k Plan (Docket No. 3653) (“Motion”) requesting that the Court enter
19 an order authorizing ML Manager, as the manager for Bison Loan LLC and VF I Loan
20 LLC and as the agent for certain Pass-Through Investors in the loans in which the
21 Mortgages Ltd. 401k Plan (“401k Plan”) has an interest and on behalf of all other
22 Investors for which it is manager or agent, to enter into and implement a global settlement
23 with the 401k Plan as presented in the Motion and fully executed Settlement Agreement,
24 which was filed with the Court (Docket No. ___), including the settlement and dismissal
25 with prejudice of Adversary Proceeding 2:11-ap-2053 and the releases of the parties as set
26 forth in the Settlement Agreement. The Motion was properly noticed. ___ objections or

1 responses were filed. The Court heard the oral argument at a hearing on December 11,
2 2012 at 11:00 a.m. and at the conclusion of the hearing the Court made findings of fact
3 and conclusions of law on the record which is incorporated in this Order. Upon
4 consideration of the Motion, and the statements of counsel, the Court finds and concludes
5 as follows:

6 (a) This Court has jurisdiction to rule upon the issues presented in the Motion
7 and to authorize and approve the Settlement and Motion;

8 (b) The investors in Bison Loan LLC and VF I Loan LLC and the applicable
9 MP Funds have agreed by the applicable dollar vote to the Settlement;

10 (c) ML Manager is authorized, among other things, to enter into the Settlement,
11 to implement and proceed with the Settlement and to execute any and all necessary
12 documents to implement the Settlement; and

13 (d) The Settlement and ML Manager's decision to enter into the Settlement
14 reflect a reasonable compromise, are in the best interests of the investors, and are
15 supported by the best exercise of business judgment consistent with ML Manager's
16 fiduciary duties and responsibilities.

17 IT IS THEREFORE ORDERED THAT:

18 (1) The Motion is granted in its entirety and the Settlement is approved,
19 including the releases as provided for in the Settlement Agreement. The 401k Plan's
20 liability, if any, for its share of the exit financing, interest or other costs and the other
21 General Costs and the Loan Specific Costs under the Plan of Reorganization,
22 Confirmation Order and the Allocation Model which have been approved by the Court are
23 settled and resolved as set forth in the Settlement Agreement and for the consideration
24 provided therein.

25 (2) ML Manager's execution and entry into the Settlement Agreement on behalf
26 of all persons and entities included in the definition of "MLM" contained in the

1 Settlement Agreement is authorized, and ML Manager is authorized to implement the
2 terms set forth in the Settlement Agreement and to execute any and all necessary
3 documents to implement the Settlement. The Assignments by the 401k Plan to ML
4 Manager as provided for in the Settlement Agreement and the releases provided for in the
5 Settlement Agreement by and for the benefit of the persons and entities set forth in the
6 Settlement Agreement shall be effective upon the Settlement Agreement becoming
7 unconditional as set forth in the Settlement Agreement.

8 (3) All objections to the Motion and Settlement are hereby overruled.

9 ORDERED, SIGNED AND DATED AS STATED ABOVE.
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EXHIBIT

C

Exhibit C

Tenant-in-Common Loan	Percentage attributable to 401(K) Plan	Percentage attributable to other tenants in common
Bisontown	64.00%	36.00%
Olney	87.50%	12.50%
Hurst	93.52%	6.48%
Vanderbilt	64.08%	35.92%
GP	46.86%	53.14%